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Collective Bargaining Agreements

11-4-1964

Associated Mens' Wear Retailers of New York, Inc. and Retail Men's Wear, Sporting Goods and Accessories Employees' Union

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Associated Mens' Wear Retailers of New York, Inc. and Retail Men's Wear, Sporting Goods and Accessories Employees' Union

Location

New York, NY

Effective Date

11-4-1964

Expiration Date

September 1967

Number of Workers

2000

Employer

Associated Men's Wear Retailers of New York, Inc.

Union

Retail Men's Wear, Sporting Goods and Accessories Employee's Union

Union Local

721

NAICS

44

Sector

P

Item ID

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✓ EXTENSION AGREEMENT made and entered into this 4th day of November, 1964, by and between RETAIL MEN'S WEAR, SPORTING GOODS AND ACCESSORIES EMPLOYEES' UNION, LOCAL 721, chartered by the R.W.D.S.U., affiliated with the A.F.L.-C.I.O., hereinafter called the "Union", having its principal office at 1780 Broadway, New York City, New York, and the ASSOCIATED MEN'S WEAR RETAILERS OF NEW YORK, INC., whose principal office is located at 270 Madison Avenue, New York City, New York, hereinafter called the "Association".

W I T N E S S E T H :

WHEREAS, the Union and the Association entered into an agreement with each other dated the 6th day of November, 1961, which agreement by its terms expired on September 30, 1964; and

WHEREAS, the parties have met and agreed to further extend the said agreement to September 30, 1967, as herein- after supplemented, amended and modified;

NOW, THEREFORE, in consideration of the aforesaid and in further consideration of the terms, covenants and conditions hereinafter contained and the sum of one dollar by each of the parties to the other in hand paid, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

A. The Union and the Association on behalf of its members agree that all of the terms, covenants and conditions contained in the agreement between the parties hereto dated November 6, 1961, be and they hereby are extended in all respects without change to the 30th day of September, 1967, except as hereinafter supplemented, amended and modified:

1. There shall be added to paragraph THIRD, subdivision (e), a new subdivision to be known as "(1)" which shall read as follows:

"(1)". Where the Employer discontinues business or sells a store and/or stores to a bona fide purchaser for value and said Employer is no longer connected with said business or store in any way whatsoever, as herein provided, and the Employees employed by said Employer remain in the employ of the Employer until the store is closed or the Employer severs his relationship with the said business, then and in that event the Employees so employed, who shall have been continuously employed for five or more consecutive years prior thereto by said Employer, shall receive the following severance pay:

(aa) One week's salary if employed five consecutive years but less than ten consecutive years;

(bb) Two weeks' salary if employed ten consecutive years or more."

2. There shall be added to paragraph FOURTH, subdivision (b) a new subdivision known as "(6)", which shall read as follows:

"(6). (i). The provisions of paragraph FOURTH and the subdivisions thereof to the contrary notwithstanding, it is agreed that those Employers who, during the contract year October 1, 1963 - September 30, 1964, regularly employed salesmen for six months or more of the said year on a work schedule of six days, 48 hours, at straight time of their hourly rate for the sixth day of 8 hours, shall have the right by this subdivision to continue such work schedule of six days, 48 hours, during the life of this agreement at straight time for the sixth day of 8 hours upon condition, however, that said Employer shall guarantee for the full term of this agreement to those salesmen who worked and continue to work such schedule, a work schedule of six days, 48 hours, for a period in each contract year hereof not less than the period worked in the contract year October 1, 1963 to September 30, 1964.

(ii). All salesmen in the above classification who, during the "peak" season with the consent of the Union, work in excess of 48 hours in one week shall nevertheless receive time and one-half of their basic hourly rate for all hours worked by them in excess of 48 hours in such week.

(iii). Those Employers who, during the contract year 1963-1964, employed their salesmen on a five day, 40 hour week, except for occasional overtime of the sixth day of 8 hours (as used herein the word 'occasional' being deemed to mean less than six months), shall, effective with the payroll week ending the 21st day of November, 1964, be required to pay said salesmen time and one-half of their basic hourly rate for all hours worked by them in excess of the basic five day, 40 hour week.

(52 Weeks) (iv) Anything in this paragraph FOURTH and the subdivisions thereof to the contrary notwithstanding, an Employer may elect to change his salesmen's work schedule to six days, 48 hours straight time for the sixth day of 8 hours upon condition that said work schedule be guaranteed for each full contract year during the term hereof and upon the further condition that notice be given to the Union of such change in work schedule.

(v) Employers, who regularly pay their Employees time and one-half for overtime in excess of 40 hours, are not required under this agreement to guarantee any overtime and may change their work schedules from time to time as they elect."

3. Paragraph FOURTH, subdivision (3) under (b) as it applies to the minimum for new salesmen shall be amended as follows:

The sentences reading:

"The minimum for new salesmen employed by the employer shall be \$75.00 per week.

"The minimum for temporary day workers shall be \$15.00 for an eight (8) hour day."

hereby are deleted and in their place the following shall be inserted:

✓ ✓ "The minimum for union salesmen with one year or more experience shall be \$80.00 per week for five days, 40 hours.

"Any Employer, who engages a regular salesman who is not a member of the Union or who engages a Union salesman with less than one year experience, shall at the end of three months after confirmation bring the salary of said salesman up to \$75.00 per week and at the end of the three months next succeeding pay the said salesman the minimum of \$80.00 for five days, 40 hours, as provided.

"Wherever the provisions of the agreement dated November 6, 1961 refer to a minimum of \$75.00 per week, said figure shall be deemed amended to read \$80.00 as herein provided.

"The minimum for Union temporary extras shall be \$16.00 for a work day of 8 hours."

4. Paragraph SIXTH, subdivision (c) shall be amended as follows:

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"(c). All regular Union salesmen and/or managers, who have been in the employ of the Employer for fifteen (15) consecutive years or more on June 1, 1965, shall be entitled to receive a third week's vacation with pay during the contract year October 1, 1964 - September 30, 1965. Effective with the contract year commencing October 1, 1965 and each subsequent contract year, all regular Union salesmen and/or managers, who shall have been in the employ of the Employer five (5) consecutive years or more on June 1st of each such contract year shall be entitled to receive a third week's vacation with pay. It is distinctly understood and agreed that the said third week of vacation need not be consecutive with the vacation period provided for said salesmen and/or managers in subdivision '(b)' of this paragraph SIXTH. Said third week of vacation may be given at any time during the contract year as is designated by the Employer."

5. The last sentence of subdivision "(d)" of paragraph SIXTH shall be changed to read as follows:

"In other words, it is the intention of the parties hereto that the salaries of salesmen and managers shall not be impaired by reason of their vacation and they shall receive for vacation pay their average earnings, which said average earnings shall be calculated by averaging a salesman's or manager's average earnings for the period commencing with the first day of the contract year (October 1st) and terminating with the commencement of the vacation period (June, July or August)."

6. Subdivisions "(b)" and "(c)" of paragraph EIGHTH shall be eliminated and in their place there shall be substituted a subdivision "(b)" which shall read as follows:

"(b). Each regular Union salesman and/or manager employed by an Employer in any of the three Classifications referred to above shall, effective October 1, 1964, receive an increase in his basic five day, 40 hour weekly salary of \$5.00 per week. There shall be no further increase during the three year period of this contract.

Where a store pays a guaranteed salary under Classifications B and C of this paragraph, the aforesaid increase shall be added to the base pay and the guarantee."

7. There shall be added to paragraph NINTH a subdivision "(c)", which shall read as follows:

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"(c). In the event that the Jewish holidays (first day of Rosh Hashona and/or Yom Kippur) shall fall on the same day as a "must" holiday (referred to in subdivisions '(a)' and '(b)' above), those employees who observe the said holiday shall receive, at the option of the Employer, another full day off as a holiday or an extra day's pay for the said holiday."

8. Paragraph EIGHTEENTH shall be deleted and in its place the following paragraph shall be substituted:

"EIGHTEENTH: (a) Should the Union complain that an Employer's use of the termination clause, provided in paragraph SEVENTEENTH of the agreement, is unjustified because it was used by the Employer as a threat for discharge of an employee to coerce or induce said employee to violate the provisions of the agreement, then the Union shall forthwith address a written complaint to the office of the Association by certified mail, return receipt requested, stating in detail the basis of the Union's complaint against the said Employer. A hearing shall forthwith be held before a Grievance Committee which, after hearing the parties, shall render a decision on the Employer's right to use the termination clause, which decision shall be binding on the Employer and the Union.

(b) The Union on its part agrees that all regular confirmed salesmen or managers covered by this agreement shall not, during a contract year, be permitted to leave their present employment and enter the employ of another Employer who has an agreement with the Union unless the first Employer consents to such Employee leaving its employ."

9. Paragraphs TWELFTH and NINETEENTH, referring to the Employer's contributions to the Welfare Fund and the Pension Fund, shall, effective November 1, 1964, be amended so that the Employer's contribution under paragraph TWELFTH (Welfare Fund) shall be \$11.00 per month and the Employer's contribution under paragraph NINETEENTH (Pension Fund) shall be \$10.00 per month.

B. Except as hereinbefore supplemented, amended or modified, all of the terms, covenants and conditions of the agreement dated November 6, 1961 shall remain in full force and effect and said agreement and the within extension agreement shall constitute the full and complete collective bargaining agreement between the parties hereto for the three year period commencing October 1, 1964 and terminating September 30, 1967.

C. Unless notice be given in writing by either party to the other by registered mail, return receipt requested, at least sixty days prior to September 30, 1967, or sixty days prior to any September 30th next succeeding, to review the terms and conditions of the collective bargaining agreement, said agreement shall automatically be renewed from year to year thereafter.

IN WITNESS WHEREOF, the parties hereto have

caused these presents to be signed by their respective
duly authorized officers and/or representatives the day
and year first above written.

RETAIL MEN'S WEAR, SPORTING GOODS
AND ACCESSORIES EMPLOYEES' UNION,
LOCAL 721

By _____

ASSOCIATED MEN'S WEAR RETAILERS OF
NEW YORK, INC.

By _____

6906

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS
WASHINGTON, D. C. 20212

February 24, 1966

MAR 1 1966

asent

Associated Men's Wear Retailers of
New York, Inc.
270 Madison Avenue
New York, New York

Gentlemen:

Thank you for sending us the current union agreement(s)
identified below.

For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,



Arthur M. Ross
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Associated Men's Wear Retailers of N. Y.	Retail, Wholesale & Department Store Union Local 721	2000